

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

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IN RE:

CASE NO: 16-40104-nhl

AIXA MUIR,

SECOND AMENDED  
CHAPTER 13 PLAN

DEBTOR(S).  
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1. The future earnings of the Debtors are submitted to the supervision and control of the Trustee and the Debtors shall pay to the Trustee the sum of:

- \$2,711.87 commencing February 1, 2016, through and including, January 1, 2021 for a period of sixty (60) months.

2. From the payments so received, the Trustee shall make disbursements as follows:

(a) Full payments in deferred cash payments of all claims entitled to priority under 11 U.S.C. § 507

Ocwen Loan Servicing c/o Aames Homes Loan (First and only mortgage lien holder on the property known as 1192 Bushwick Avenue, Brooklyn, New York 11221, account number ending 5574) will be paid \$0.00 of its pre-petition mortgage arrears in the sum of \$0.00 over the life of the Plan. Said arrears are to be waived (or in the alternative, capitalized) under a loan modification under the Courts Loss Mitigation Program as provided for in General Order #582 in the United States Bankruptcy Court for the Eastern District of New York.

The Debtor's post-petition mortgage payments to Ocwen Loan Servicing c/o Aames Home Loan under a loss mitigation calculation with a principal balance of \$516,947.50 to be paid at 2% interest amortized over 30 years will amount to a Principal and Interest payment of \$1,910.74.

Additionally, the estimated amount for escrow (real estate taxes, homeowner insurance, etc.) will amount to \$441.33.

The combined monthly payment of Principal and Interest, together with escrow, totaling \$2,352.07, and the monthly Chapter 13 Plan payment of \$359.80, totaling \$2,711.87, will be remitted directly to the Chapter 13 Trustee until such time as the Debtor has entered into a trial loan modification under the Loss Mitigation Program.

Contemporaneous with the commencement of a trial loan modification, the Debtor will amend the Chapter 13 Plan and Schedule J of the Debtor's petition to reflect the terms of the trial agreement with Ocwen Loan Servicing c/o Aames Home Loans.

Debtor is hereby surrendering any and all interest she owns in the property located at 102-03 216th Street, Jamaica, NY, 11429.

It should be noted that the Co-Borrower of the home located at 102-03 216th Street, Jamaica, NY 11429, Armando L. Muir, is the brother of the Debtor.

It should also be noted that NationStar Mortgage (Claim #2 on the court docket) will not be paid post-petition or pre-petition mortgage payments as part of the Debtor's Chapter 13 Plan.

**ALL POST-PETITION PAYMENTS, INCLUDING BUT NOT LIMITED TO, INCOME TAXES, TO BE MADE OUTSIDE THE PLAN BY THE DEBTOR.**

(b) Subsequent to distribution to secured creditors, dividends to unsecured creditors whose claims are duly allowed as follows:

- Pro rata distribution to all timely filed proofs of claim not less than 2% to unsecured creditors.

3. The following executory contracts of the Debtors are assumed as follows:  
NONE

4. In addition to monthly plan payments, commencing with the 2015 tax year and during the pendency of this case, the debtor will provide the Trustee with signed copies of filed federal and state returns for each year no later than April 15th of the year following the tax period. Indicated tax refunds are to be paid to the Trustee upon receipt; however no later than June 15th of the year in which the tax returns are filed.

5. Title to the Debtor's property shall re-vest in the Debtor upon confirmation of the Plan, unless otherwise provided in the order confirming this plan.

6. Throughout the term of this Plan, the Debtors agree that the Debtors will not incur post-petition debt over \$2,500.00 without notifying the Chapter 13 Trustee in writing.

Dated: May 3, 2016

Kiva James, Esq.  
Attorney for the Debtor

Aixa Muir dba Ludlow Barrett  
Debtor